

REMARKS

In the application claims 1 – 22 remain pending. No claims have been canceled, added, or amended. All of pending claims 1 - 22 presently stand rejected. The reconsideration of the rejection of the claims is, however, respectfully requested.

In the Office Action, claims 1 – 22 were rejected under 35 U.S.C. § 103, as being unpatentable over Dickinson alone (U.S. Patent No. 6,182,054). In response to this rejection it is again submitted that a prima facie case of obviousness, like a rejection based upon 35 U.S.C. § 102, requires that a combination of prior art references disclose each and every element set forth in a claim under consideration. In this regard, each and every word of a claim must be considered when determining if a claim is rendered obvious. Furthermore, to establish a prima facie case of obviousness based upon a combination of elements disclosed in the prior art, there must be some motivation, suggestion, or teaching of the desirability of making the specific combination that was made by the applicant.

Turning to the rejection of claims 1 – 5 and 9 - 19, it is noted that the latest Office Action continues to fail to establish a prima facie case of obviousness. In particular, the latest Office Action continues to fail to establish where Dickinson, alone or in combination with another reference, discloses each and every element of the claims, considering each and every word. Among other things, the latest Office Action has again neglected to demonstrate where Dickinson discloses, teaches, or suggests the expressly claimed “receiving a user selection of one or more services *that have been deemed to be available to the user via the network.*” Rather, the latest Office Action has only set forth that Dickinson discloses receiving a user selection for one or more services available via

the network. Similarly, the latest Office Action has neglected to demonstrate where Dickinson discloses the expressly claimed “authenticating the user identifier *with an ISP*” and the expressly claimed “communicating the user identifier *to each provider of a selected service.*” Rather, the latest Office Action has only set forth that Dickinson discloses authenticating the user information and communicating it to the service provider. Thus, for the mere reason the latest Office Action continues to fail to demonstrate where each and every element of claims 1- 5 and 9 - 19, considering each and every word, are disclosed, taught, or suggested by the cited reference, a prima facie case of obviousness has not been established and the rejection of claims 1 – 5 and 9 – 19 must be withdrawn.

With respect to the rejection of claims 6 – 8, it is again submitted that a prima facie case of obviousness has not been established as the latest Office Action continues to establish where Dickinson, alone or in combination with another reference, discloses each and every element of the claims, considering each and every word. For example, the latest Office Action has neglected to set forth where Dickinson discloses, teaches, or suggests the expressly claimed “catalog of offerings available to end subscribers from multiple providers organized into an aggregated plan *for presentation to the subscriber,* the product catalog *tracking rating guidelines and financial reconciliation rules between providers.*” Rather, the latest Office Action has only set forth that Dickinson discloses a system including a catalog of services available to users having rate and payment information. Similarly, the latest Office Action has failed to demonstrate where Dickinson discloses a rating engine *that reconciles between multiple providers based on the rating guidelines and financial reconciliation rules in the product catalog*” instead

only setting forth that Dickinson discloses a rating engine for processing service usage and reconciling payments. Still further, while the claims expressly recite a provisioning subsystem *responsible for provisioning and de-provisioning offerings with providers...which allow the provider to register a purchase offering by the end customer with the provider*” the latest Office Action only notes that Dickinson discloses a provisioning subsystem that allows services to be provided to the user and creates usage events for processing by the rating engine. Thus, for the simple reason that the latest Office Action has again failed to demonstrate where each and every element of claims 6 – 8, considering each and every word, are disclosed, taught, or suggested by the cited reference, a prima facie case of obviousness has not been established and the rejection of claims 6 – 8 must be withdrawn.

With respect to the rejection of claims 20 – 22, it is again submitted that a prima facie case of obviousness has not been established as the latest Office Action has again failed to establish where Dickinson, alone or in combination with another reference, discloses each and every element of the claims, considering each and every word. For example, the Office Action does not set forth where Dickinson discloses, teaches, or suggests the expressly claimed *“storing a universal customer identifier in a database associated with a billing engine and associating the universal customer identifier with the broadband services.”* Similarly, the latest Office Action does not set forth where Dickinson discloses, teaches, or suggest the expressly claimed *“synchronizing a local customer identifier at each of the respective service providers with the universal customer identifier.”* Rather, the latest Office Action has only set forth that Dickinson discloses a system for communicating user and service information to a billing engine

and billing the user for services used. Thus, for the reason that the latest Office Action has failed to demonstrate where each and every element of claims 20 – 22, considering each and every word, are disclosed, taught, or suggested by the cited reference, a prima facie case of obviousness has not been established and the rejection of claims 20 – 22 must be withdrawn.

It is further respectfully submitted that a careful review of Dickinson demonstrates that those elements set forth in the claims that are not addressed in the Office Action, e.g., the italicized claim elements, are entirely missing from Dickinson. Specifically, Dickinson describes a system and apparatus for creating billing records in a rating engine. To this end, rating control data is provided to a rating engine for controlling the execution of a rating procedure. The rating control data may include one or more of a rating plan, rating control data (“RCD”) group, or rating control data (“RCD”) elements. As illustrated in Fig. 5 of Dickinson, a rating plan may be comprised of plural RCD groups which may, in turn, be comprised of plural RCD elements, i.e., control data such as text or numbers used to control the execution of the rating engine. For creating a rating plan, a graphical user interface is provided to create templates for each RCD element (illustrated in Fig. 7), a graphical user interface is provided for associating RCD element types with RCD group types and associating RCD group types with rate plan types (illustrated in Fig. 8 – enables the dragging and dropping of created RCD elements into RCD groups and RCD groups into rate plans), and a graphical user interface is provided to enter data for the RCD elements that have been built into a rate plan (illustrated in Fig. 9).

While Dickinson discloses a system and method for creating rate plan templates, Dickinson does not, however, disclose, teach, or suggest a user *selecting one or more of the created rate plan templates that are deemed to be available to the user in the network*. Furthermore, Dickinson fails to disclose any authentication process let alone an authentication process where a user identifier is authenticated with an ISP and the user identifier is also communicated to each provider of a selected rate plan. In fact, the word “authenticate” never appears within Dickinson. Still further, Dickinson does not disclose, teach, or suggest that the created rate plans include any data that will allow the rating engine to reconcile between multiple providers let alone based upon rating guidelines and/or financial reconciliation rules. Again, the term “reconcile” never appears in Dickinson. Additionally, Dickinson does not disclose, teach, or suggest, using a universal customer identifier let alone using that universal customer identifier in a synchronization process. As with the previous examples, the word “synchronize” never appears in Dickinson.

In sum, for the reason that Dickinson alone fails to disclose, teach, or suggest each and every element, considering each and every word, of the subject claims, the claims must be found to be allowable over Dickinson. Furthermore, for the reason that the latest Office Action has set forth no motivation for modifying Dickinson to arrive at the claimed invention, the rejection must be withdrawn.

Still further, to the extent that yet another Office Action relies upon one or elements that are “well known” within the field, it is reminded that some reference must be cited to for the purpose of demonstrating the obviousness of modifying Dickinson to include such elements.

CONCLUSION

The subject application is considered to be in condition for allowance. Such action on the part of the Examiner is respectfully requested. Should it be determined, however, that a telephone conference would expedite the prosecution of the subject application, the Examiner is respectfully requested to contact the attorney undersigned.

Respectfully Submitted

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